THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE NUMBER 14-22

AN ORDINANCE AUTHORIZING THE ACQUISITION OF A 125' X 20' PUBLIC UTILITY EASEMENT WITHIN THE MID-BLOCK AT 1095/1115 SOUTH BROADWAY, COAL CITY, GRUNDY COUNTY, ILLINOIS FOR PUBLIC PURPOSES BY THE VILLAGE OF COAL CITY

NEAL E. NELSON, President PAMELA M. NOFFSINGER, Village Clerk

GEORGETTE VOTA
ROSS BRADLEY
TIMOTHY BRADLEY
TERRY HALLIDAY
DAVID TOGLIATTI
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of

Coal City on June 23, 2014

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WHEREAS, the Village of Coal City (hereinafter, "the Village") is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the Village is authorized and empowered by the General Assembly pursuant to 65 ILCS 5/2-3-8 to acquire and hold property for corporate purposes; and

WHEREAS, the Village is specifically authorized and empowered by the General Assembly pursuant to 65 ILCS 5/11-105-1 to accept or receive public grounds located with the corporate limits and hold and maintain such grounds or lands and supervise or regulate their use for any proper public purpose; and

WHEREAS, the Village is desirous of receiving the public utility easement conveyed by the agreement herein accepted to be used without limitation for underground utilities, in order to preserve and maintain storm drainage at and around the properties provided within; and

WHEREAS, the Corporate Authorities hereby find that certain public utility easements legally described in the agreements attached hereto as Exhibits A and B (hereinafter, "Subject Easements"), are useful, necessary and advantageous for the Village to acquire for the installation of certain utility improvements; and

WHEREAS, the Corporate Authorities of the Village hereby find and determine that it is in the public interest to accept the agreements for the Subject Easements.

Ordinance 14-22

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. Acceptance.

The Village of Coal City accepts the agreements for the Subject Easements in substantially the form attached hereto as Exhibits A and B, in order to utilize the Subject Easements without limitation for underground utilities, in order to preserve and maintain storm drainage at and around the properties provided within.

The Village President is hereby authorized and directed to execute the Subject Easements on behalf of the Village and the Village Attorney is authorized to take such other steps as may be necessary and convenient to implement the provisions of this Ordinance.

The Village Clerk is authorized and directed to cause the agreements to be recorded in the offices of the Grundy County Recorders of Deeds.

SECTION 3. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES: 4

ABSENT: O

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NAYS: O

ABSTAIN:

VILLAGE OF COAL CITY

Attest:

Pamela M. Noffsinger, Clerk

Prepared by and return to:
Mark R. Heinle
Ancel, Glink, Diamond, Bush,
DiCianni and Krafthefer P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563

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PUBLIC UTILITY EASEMENT AGREEMENT BETWEEN JEFFREY AND MOLLY SHAIN AND VILLAGE OF COAL CITY

This Utility Easement Agreement ("Agreement") is made and shall be effective on the date last subscribed below, by and between Jeffrey and Molly Shain ("Grantor") and the Village of Coal City, Illinois ("Village").

RECITALS

WHEREAS, Grantor is the owner in fee simple of certain real property located at 1095 S. Broadway, Coal City, Grundy County, Illinois, bearing property tax identification number 09-0235-2020 and as legally described in Exhibit A, which is attached hereto and made a part hereof; and,

WHEREAS, the Village wishes to construct and maintain a storm sewer main across the southerly 10' of Grantor's property along the portion of their property bordering 1115 S. Broadway; and,

WHEREAS, Grantor is willing to grant an easement for utility purposes to the Village to accommodate this storm sewer main; and,

WHEREAS, the parties wish to enter into this Agreement to define their respective obligations and rights in regard to the utility easement granted herein;

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein, the parties agree as follows:

- 1. The foregoing Recitals are incorporated in this paragraph as though fully stated herein.
- 2. GRANT OF PERMANENT UTILITY EASEMENT. Grantor hereby gives, grants, and conveys to the Village a permanent, nonexclusive easement upon the southerly ten feet (10') of Grantor's property, immediately north of the southerly edge of the existing line, to construct, reconstruct, and install an underground storm sewer main, and to maintain and make all necessary repairs to said storm sewer main as may be reasonable and necessary, together with

the right of ingress and egress for the purpose of construction and maintenance of said underground storm sewer main over, along, upon, and through said permanent easement. The permanent, nonexclusive easement for a storm sewer main is depicted in Exhibit B, attached hereto and made a part hereof.

- 3. TEMPORARY CONSTRUCTION EASEMENT. Grantor grants to the Village the right and privilege to use such additional grounds now owned by Grantor or its assigns as may be necessary for the construction or reconstruction of an underground storm sewer main, said right and easement to be temporary and to be effective only during the construction or reconstruction of said underground public water utility main.
- 4. VILLAGE COVENANTS. The Village hereby covenants and agrees that the permanent, nonexclusive public water utility easement and temporary construction easement are granted upon the express conditions that due care, skill and diligence will be used in constructing, reconstructing, laying and repairing said underground storm sewer main on said easement. Within ninety (90) days from the beginning of the installation of the underground storm sewer main on the easement, the ground shall be returned to substantially the same condition that existed before the storm sewer main was constructed.
- 5. INDEMNIFICATION. The Village shall indemnify and hold harmless Grantor from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the construction and installation of the underground storm sewer main on the easement by the Village's employees, agents, contractors, or licensees. The Village's obligation to indemnify and hold harmless Grantor is contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify Grantor.
- 6. WARRANTY. The Corporate Authorities of the Village warrant that they have the authority to enter into this Agreement. The Corporate Authorities of the Village further warrant that they will perform all their obligations hereunder and that the obligations imposed upon the Village herein shall be valid and binding obligations of the Village. Grantor warrants that the execution of this Agreement has been duly and validly authorized, and that the obligations imposed upon Grantor herein shall be valid and binding obligations of Grantor.
- 7. BINDING EFFECT. All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding on and inure to the heirs, assigns, successors, tenants and representatives of the parties hereto.
- 8. SEVERABILITY. In the event that any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion shall not affect the validity or enforceability of the balance of this Agreement.
- 9. NOTICES. All notices, requests, demands and other matters required to be given or which may be given hereunder shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, postage prepaid, addressed to the Grantor or to the Clerk of the Village.

VILLAGE OF COAL CITY	JEFFREY SHAIN
Neal E. Nelson, President	Jeffrey 2 Shain
Date: 1-4-14	Date:
Attest:	MOLLY SHAIN
Pamela M. Moffanger Village Clerk	morry shain
STATE OF ILLINOIS) COUNTY OF GRUNDY)	Date: 6. Ho. 14
I, Panela M. Noffsinger, a Notary Public do hereby certify that Jeffrey Shain, personally knows is subscribed to the foregoing instrument, appearance, for the uses and purposes therein set forth.	wn to me to be the same person whose name eared before me this day in person, and
Given under my hand and notarial seal this 19 da Notary Public Famila M Moffanious	
STATE OF ILLINOIS) COUNTY OF GRUNDY)	
I, May B. Revo, a Notary I aforesaid, do hereby certify that Molly Shain, per whose name is subscribed to the foregoing instrum and acknowledged that she signed, sealed and de voluntary act, for the uses and purposes therein set for the uses and purposes the use of the uses and purposes the use of th	nent, appeared before me this day in person, livered the said instruments as her free and
Given under my hand and notarial seal this 26 da	y of JUNE 2014.
Notary Public May B. Reno	(Seal) OFFICIAL SEAL MARY & RENO NOTARY PUBLIC - STATE OF ILLINOIS

Exhibit A

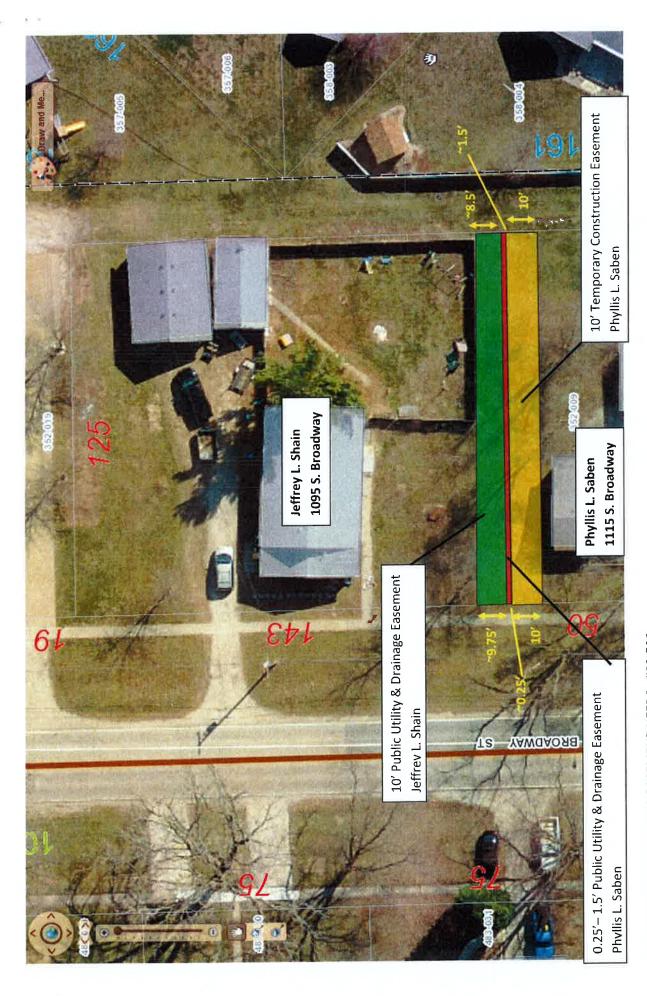
Legal Description, Subject Property

PIN: 09-0235-2020

PT SW – BEG 832 S INT E LN BROADWA & S LN ELM ST, E125, S162, W125, N132 TO POB (EX N19)

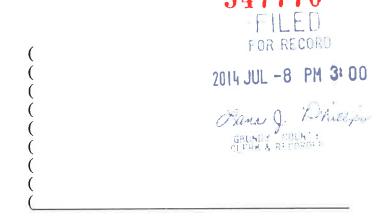
Exhibit B

Plat of Easement



ELM STREET STORM SEWER EASEMENT NEEDS - #09-596

Prepared by and return to:
Mark R. Heinle
Ancel, Glink, Diamond, Bush,
DiCianni and Krafthefer P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563



PUBLIC UTILITY EASEMENT AGREEMENT BETWEEN PHYLLIS SABEN AND VILLAGE OF COAL CITY

This Utility Easement Agreement ("Agreement") is made and shall be effective on the date last subscribed below, by and between Phyllis Saben ("Grantor") and the Village of Coal City, Illinois ("Village").

RECITALS

WHEREAS, Grantor is the owner in fee simple of certain real property located at 1115 S. Broadway, Coal City, Grundy County, Illinois, bearing property tax identification number 09-02-352-009 and as legally described in Exhibit A, which is attached hereto and made a part hereof; and,

WHEREAS, the Village wishes to construct and maintain a storm sewer main immediately adjacent to the northerly 10' of Grantor's property along the portion of their property bordering 1095 S. Broadway; and,

WHEREAS, Grantor is willing to grant an easement for utility purposes to the Village to accommodate this storm sewer main; and,

WHEREAS, the parties wish to enter into this Agreement to define their respective obligations and rights in regard to the utility easement granted herein;

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein, the parties agree as follows:

- 1. The foregoing Recitals are incorporated in this paragraph as though fully stated herein.
- 2. GRANT OF TEMPORARY CONSTRUCTION EASEMENT. Grantor hereby gives, grants, and conveys to the Village a temporary, nonexclusive easement upon the northerly ten feet (10') of Grantor's property, immediately south of the northerly edge of the existing line, to construct, reconstruct, and install an underground storm sewer main. Grantor grants to the Village the right and privilege to use such additional grounds now owned by Grantor or its

assigns as may be necessary for the construction or reconstruction of an underground storm sewer main, said right and easement to be temporary and to be effective only during the construction or reconstruction of said underground public storm sewer main.

- 3. VILLAGE COVENANTS. The Village hereby covenants and agrees that the permanent, nonexclusive public water utility easement and temporary construction easement are granted upon the express conditions that due care, skill and diligence will be used in constructing, reconstructing, laying and repairing said underground storm sewer main on said easement. Within ninety (90) days from the beginning of the installation of the underground storm sewer main on the easement, the ground shall be returned to substantially the same condition that existed before the storm sewer main was constructed.
- 4. INDEMNIFICATION. The Village shall indemnify and hold harmless Grantor from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the construction and installation of the underground storm sewer main on the easement by the Village's employees, agents, contractors, or licensees. The Village's obligation to indemnify and hold harmless Grantor is contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify Grantor.
- 5. WARRANTY. The Corporate Authorities of the Village warrant that they have the authority to enter into this Agreement. The Corporate Authorities of the Village further warrant that they will perform all their obligations hereunder and that the obligations imposed upon the Village herein shall be valid and binding obligations of the Village. Grantor warrants that the execution of this Agreement has been duly and validly authorized, and that the obligations imposed upon Grantor herein shall be valid and binding obligations of Grantor.
- 6. BINDING EFFECT. All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding on and inure to the heirs, assigns, successors, tenants and representatives of the parties hereto.
- 7. SEVERABILITY. In the event that any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion shall not affect the validity or enforceability of the balance of this Agreement.
- 8. NOTICES. All notices, requests, demands and other matters required to be given or which may be given hereunder shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, postage prepaid, addressed to the Grantor or to the Clerk of the Village.

VILLAGE OF COAL CITY Neal E. Nelson, President	PHYLLIS SABEN Phyllis & alien		
Date: 7-7-14	Date: 6/20/14		
Attest:			
Pamela M. Moffswer Village Clerk			
STATE OF ILLINOIS) COUNTY OF GRUNDY)			
I, Panela H. Woffsinger, a Notary Public in and for said County in the State aforesaid, do hereby certify that Phyllis Saben, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instruments as her free and voluntary act, for the uses and purposes therein set forth.			
Given under my hand and notarial seal this day of June 2014.			
0.1	(Seal) OFFICIAL SEAL PAMELA M NOFFSINGER NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires April 2, 2015		

Exhibit A

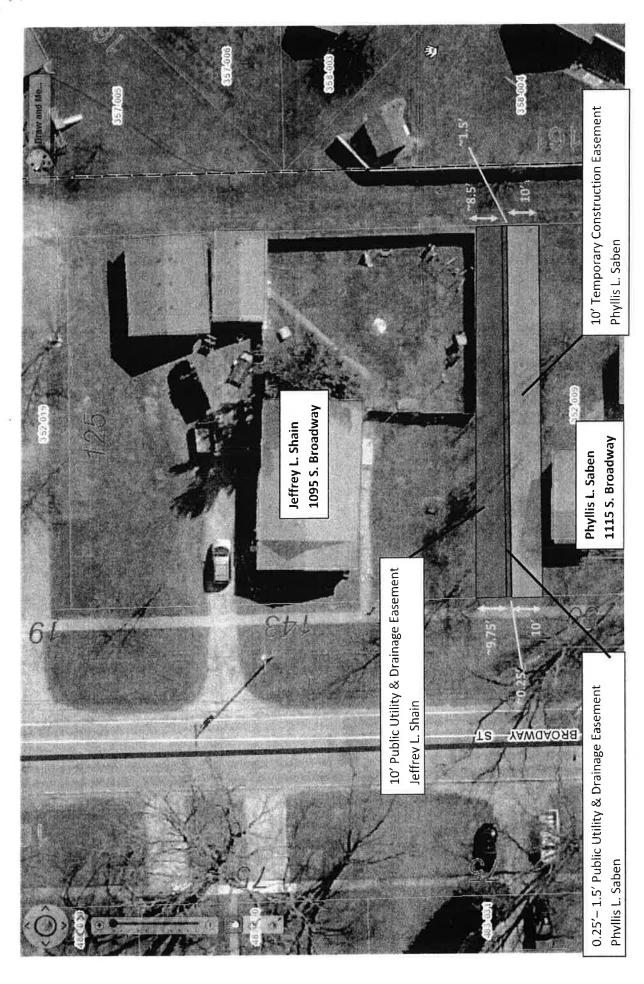
Legal Description, Subject Property

PIN: 09-02-352-009

ASSRS 2^{ND} ADD 50 N & S X 125 E & W IN SW1/4 SW1/4 SEC 2-32-8 PER 305270

Exhibit B

Plat of Easement



ELM STREET STORM SEWER EASEMENT NEEDS - #09-596